

THE HONORABLE HONORABLE ROBERT S. LASNIK

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

ROXANNE HELLING,

Plaintiff,

NO. 2:16-cv-00478-RSL

v.

STIPULATED PROTECTIVE ORDER

ALASKA AIRLINES, INC.,

Defendant.

1. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection may be warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The parties acknowledge that this agreement is consistent with LCR 26(c). It does not confer blanket protection on all disclosures or responses to discovery, the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles, and it does not presumptively entitle parties to file confidential information under seal.

2. "CONFIDENTIAL" MATERIAL

"Confidential" material shall include the following documents and tangible things

1 produced or otherwise exchanged:

- 2 • Medical and Health care records
- 3 • Personnel records;
- 4 • Payroll information;
- 5 • Salary information;
- 6 • Salary guidelines and pay-grade levels;
- 7 • Social Security numbers;
- 8 • Financial information;
- 9 • Business information of Defendant that is not in the public domain and
- 10 that is reasonably and in good faith believed by the Defendant to contain
- 11 trade secret, proprietary, private, or highly-sensitive information.
- 12

13 **3. SCOPE**

14 The protections conferred by this agreement cover not only confidential material  
15 (as defined above), but also (1) any information copied or extracted from confidential  
16 material; (2) all copies, excerpts, summaries, or compilations of confidential material;  
17 and (3) any testimony, conversations, or presentations by parties or their counsel that  
18 might reveal confidential material. However, the protections conferred by this  
19 agreement do not cover information that is in the public domain or becomes part of the  
20 public domain through trial or otherwise.

22 **4. ACCESS TO AND USE OF CONFIDENTIAL MATERIAL**

23 **4.1 Basic Principles.** A receiving party may use confidential material that is  
24 disclosed or produced by another party or by a non-party in connection with this case only  
25 for prosecuting, defending, or attempting to settle this litigation. Confidential material  
26 may be disclosed only to the categories of persons and under the conditions described in

1 this agreement. Confidential material must be stored and maintained by a receiving party  
2 at a location and in a secure manner that ensures that access is limited to the persons  
3 authorized under this agreement.

4 4.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise  
5 ordered by the court or permitted in writing by the designating party, a receiving party may  
6 disclose any confidential material only to:

7  
8 (a) the receiving party's counsel of record in this action, as well as  
9 employees of counsel to whom it is reasonably necessary to disclose the information for  
10 this litigation;

11 (b) the officers, directors, and employees (including in house counsel)  
12 of the receiving party to whom disclosure is reasonably necessary for this litigation,  
13 unless the parties agree that a particular document or material produced is for  
14 Attorney's Eyes Only and is so designated;

15 (c) experts and consultants to whom disclosure is reasonably necessary  
16 for this litigation and who have signed the "Acknowledgment and Agreement to Be  
17 Bound" (Exhibit A);

18  
19 (d) the court, court personnel, and court reporters and their staff;

20 (e) copy or imaging services retained by counsel to assist in the  
21 duplication of confidential material, provided that counsel for the party retaining the  
22 copy or imaging service instructs the service not to disclose any confidential material to  
23 third parties and to immediately return all originals and copies of any confidential  
24 material;

25 (f) during their depositions, witnesses or potential witnesses in the  
26

1 action to whom disclosure is reasonably necessary and who have signed the  
2 "Acknowledgment and Agreement to Be Bound" (Exhibit A), unless otherwise agreed by  
3 the designating party or ordered by the court;

4 (g) the author or recipient of a document containing the information or a  
5 custodian or other person who otherwise possessed or knew the information;

6 (h) the videographer who videotapes Confidential Information at a  
7 deposition in this litigation;

8 (i) any mediator in this litigation, and employees and personnel of said  
9 mediator;

10 (j) any other individuals agreed to in writing by the designating party.

11 4.3 Filing Confidential Material. Before filing confidential material or discussing  
12 or referencing such material in court filings, the filing party shall confer with the  
13 designating party to determine whether the designating party will remove the confidential  
14 designation, whether the document can be redacted, or whether a motion to seal or  
15 stipulation and proposed order is warranted. Local Civil Rule 5(g) sets forth the  
16 procedures that must be followed and the standards that will be applied when a party  
17 seeks permission from the court to file material under seal.  
18

19 5. DESIGNATING PROTECTED MATERIAL

20 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each  
21 party or non-party that designates information or items for protection under this  
22 agreement must take care to limit any such designation to specific material that qualifies  
23 under the appropriate standards. The designating party must designate for protection  
24 only those parts of material, documents, items, or oral or written communications that  
25  
26

1 qualify, so that other portions of the material, documents, items, or communications for  
2 which protection is not warranted are not swept unjustifiably within the ambit of this  
3 agreement.

4 Mass, indiscriminate, or routinized designations are prohibited. Designations that  
5 are shown to be clearly unjustified or that have been made for an improper purpose (e.g.,  
6 to unnecessarily encumber or delay the case development process or to impose  
7 unnecessary expenses and burdens on other parties) expose the designating party to  
8 sanctions.

9  
10 If it comes to a designating party's attention that information or items that it  
11 designated for protection do not qualify for protection, the designating party must  
12 promptly notify all other parties that it is withdrawing the mistaken designation.

13 5.2 Manner and Timing of Designations. Except as otherwise provided in this  
14 agreement (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
15 stipulated or ordered, disclosure or discovery material that qualifies for protection under  
16 this agreement must be clearly so designated before or when the material is disclosed or  
17 produced.

18  
19 (a) Information in documentary form: (e.g., paper or electronic  
20 documents and deposition exhibits, but excluding transcripts of depositions or other  
21 pretrial or trial proceedings), the designating party must affix the word "CONFIDENTIAL"  
22 to each page that contains confidential material. If only a portion or portions of the  
23 material on a page qualifies for protection, the producing party also must clearly identify  
24 the protected portion(s) (e.g., by making appropriate markings in the margins).

25 (b) Testimony given in deposition or in other pretrial or trial  
26

1 proceedings: the parties must identify on the record, during the deposition, hearing,  
2 or other proceeding, all protected testimony, without prejudice to their right to so  
3 designate other testimony after reviewing the transcript. Any party or non-party may,  
4 within fifteen days after receiving a deposition transcript, designate portions of the  
5 transcript, or exhibits thereto, as confidential.

6 (c) Other tangible items: the producing party must affix in a prominent  
7 place on the exterior of the container or containers in which the information or item is  
8 stored the word "CONFIDENTIAL." If only a portion or portions of the information or  
9 item warrant protection, the producing party, to the extent practicable, shall identify  
10 the protected portion(s).

12 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
13 failure to designate qualified information or items does not, standing alone, waive the  
14 designating party's right to secure protection under this agreement for such material.  
15 Upon timely correction of a designation, the receiving party must make reasonable  
16 efforts to ensure that the material is treated in accordance with the provisions of this  
17 agreement.

19 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

20 6.1 Timing of Challenges. Any party or non-party may challenge a designation of  
21 confidentiality at any time. Unless a prompt challenge to a designating party's  
22 confidentiality designation is necessary to avoid foreseeable, substantial unfairness,  
23 unnecessary economic burdens, or a significant disruption or delay of the litigation, a  
24 party does not waive its right to challenge a confidentiality designation by electing not to  
25 mount a challenge promptly after the original designation is disclosed.  
26

1           6.2    Meet and Confer. The parties must make every attempt to resolve any  
2   dispute regarding confidential designations without court involvement. Any motion  
3   regarding confidential designations or for a protective order must include a certification,  
4   in the motion or in a declaration or affidavit, that the movant has engaged in a good faith  
5   meet and confer conference with other affected parties in an effort to resolve the dispute  
6   without court action. The certification must list the date, manner, and participants to the  
7   conference. A good faith effort to confer requires a face-to-face meeting or a telephone  
8   conference.  
9

10           6.3    Judicial Intervention. If the parties cannot resolve a challenge without court  
11   intervention, the designating party may file and serve a motion to retain confidentiality  
12   under Local Civil Rule 7 (and in compliance with Local Civil Rule 5(g), if applicable). The  
13   burden of persuasion in any such motion shall be on the designating party. Frivolous  
14   challenges, and those made for an improper purpose (e.g., to harass or impose  
15   unnecessary expenses and burdens on other parties) may expose the challenging party to  
16   sanctions. All parties shall continue to maintain the material in question as confidential  
17   until the court rules on the challenge.  
18

19   7.       PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER  
20           LITIGATION

21           If a party is served with a subpoena or a court order issued in other litigation that  
22   compels disclosure of any information or items designated in this action as  
23   "CONFIDENTIAL," that party must:

24                   (a) promptly notify the designating party in writing and include a copy  
25                   of the subpoena or court order;

26                   (b) promptly notify in writing the party who caused the subpoena or

1 order to issue in the other litigation that some or all of the material covered by the  
2 subpoena or order is subject to this agreement. Such notification shall include a copy  
3 of this agreement; and

4 (c) cooperate with respect to all reasonable procedures sought to be  
5 pursued by the designating party whose confidential material may be affected.

6  
7 **8. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

8 If a receiving party learns that, by inadvertence or otherwise, it has disclosed  
9 confidential material to any person or in any circumstance not authorized under this  
10 agreement, the receiving party must immediately (a) notify in writing the designating  
11 party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized  
12 copies of the protected material, (c) inform the person or persons to whom unauthorized  
13 disclosures were made of all the terms of this agreement, and (d) request that such  
14 person or persons execute the "Acknowledgment and Agreement to Be Bound" that is  
15 attached hereto as Exhibit A.

16  
17 **9. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL**

18 When a producing party gives notice to receiving parties that certain inadvertently  
19 produced material is subject to a claim of privilege or other protection, the obligations of  
20 the receiving parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B).  
21 This provision is not intended to modify whatever procedure may be established in an e-  
22 discovery order or agreement that provides for production without prior privilege review.  
23 Parties shall confer on an appropriate non-waiver order under Fed. R. Evid. 502.  
24  
25  
26



10. NON TERMINATION AND RETURN OF DOCUMENTS

Within 60 days after the termination of this action, including all appeals, each receiving party must return all confidential material to the producing party, including all copies, extracts and summaries thereof. Alternatively, the parties may agree upon appropriate methods of destruction.

Notwithstanding this provision, counsel are entitled to retain one archival copy of all documents filed with the court, trial, deposition, and hearing transcripts, correspondence, deposition and trial exhibits, expert reports, attorney work product, consultant and expert work product, and other discovery, to be retained for the purposes of effectuating any judgment, or to be retained by either party as part of the complete client file, which that party's counsel may maintain for up to seven years, even if such materials contain confidential material.

The confidentiality obligations imposed by this agreement shall remain in effect until a designating party agrees otherwise in writing or a Court orders otherwise.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

GORDON THOMAS HONEYWELL LLP

DATED: February 14, 2017

By: /s/ James W. Beck  
James W. Beck, WSBA No. 34208  
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DATED: February 14, 2017

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Harry J.F. Korrell, WSBA No. 23173  
Attorneys for Defendant

1 PURSUANT TO STIPULATION IT IS SO ORDERED:

2  
3 DATED: Feb. 16, 2017

Robert S. Lasnik  
The Honorable Robert S. Lasnik  
United States District Judge

EXHIBIT AACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address]. declare under penalty of  
perjury that I have read in its entirety and understand the Stipulated Protective Order that  
was issued by the United States District Court for the Western District of Washington on  
[date] in the case *Roxanne Helling v. Alaska Airlines, Inc.*, Case No. 2:16-cv-00478-RSL. I  
agree to comply with and to be bound by all the terms of this Stipulated Protective Order  
and I understand and acknowledge that failure to so comply could expose me to  
sanctions and punishment in the nature of contempt. I solemnly promise that I will not  
disclose in any manner any information or item that is subject to this Stipulated  
Protective Order to any person or entity except in strict compliance with the provisions of  
this Order.

I further agree to submit to the jurisdiction of the United States District Court for  
the Western District of Washington for the purpose of enforcing the terms of this  
Stipulated Protective Order, even if such enforcement proceedings occur after  
termination of this action.

Date: \_\_\_\_\_

City and State Where sworn and signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_